

## ACTUAL COST SELF MOVE FORM

PROJECT NO. \_\_\_\_\_  
PARCEL NO. \_\_\_\_\_  
NAME \_\_\_\_\_

Hourly Rate- general moving activities \_\_\_\_\_  
 Hourly Rate - moving equipment \_\_\_\_\_  
 Mileage - Self Move - State Rate \_\_\_\_\_  
 (based on odometer readings)

\*The Agent must fill in rate amounts before giving form to displacees. The hourly rates shall be based on rates charged by local moving companies. The rate for moving activities shall be based on hourly rate paid to unskilled packers. The mileage reimbursement shall be limited to State travel rates.

Eligible costs include all actual, reasonable and necessary costs incurred in the moving process including packing, unpacking, loading, mileage or rental rates, materials and equipment rental or purchase, storage (with prior approval) and other expenses as appropriate.

You must complete this form and attach all receipts for service, materials and charges from other sources such as for truck rental; telephone, cable TV and other utility disconnect-reconnect charges; Packing materials; and any labor or service charges from other than family members or business employees, as appropriate.

[illegible]

TOTAL:

**TOTAL:**

SIGNED

DATE \_\_\_\_\_

## ACQUISITION PRICE CARVE-OUT

Use if acquired parcel is larger than typical lot or if the taking includes improvements that are not MEAS and are not being replaced in the comparable dwelling

### Acquired items not replaced in Comparable

**land	_____	x	_____	
Drives and sidewalks				_____
***Landscaping				_____
Damages				_____
Other Items:				_____
				_____
				_____
				_____
				_____
				_____
TOTAL				_____
ACQUISITION PRICE				_____
ACQUISITION PRICE FOR COMPUTATIONS				\$0.00

\*Acquisition price  
Less Carve-Out

\*include minor structures, such as old well houses, which are not MEA's

\*\*Only if acquired parcel is larger than typical lot

\*\*\*If comparable is new construction, include landscaping unless bid includes landscaping or grass

**RELOCATION ADDRESS ID  
CODE ASSIGNMENT FORM**

DISPLACEE: \_\_\_\_\_ PROJECT NO \_\_\_\_\_

SSN \_\_\_\_\_ ADDR ID: 80 PARCEL NO. \_\_\_\_\_

Each unique payee must be listed separately

CODE NO.

CODE NO.

81 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

82 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

83 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

84 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

85 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

86 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

87 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

88 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

89 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

90 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE? Y N

91 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

92 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

93 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

94 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

95 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

96 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

97 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

98 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

99 \_\_\_\_\_  
VENDOR  
JOINT PAYMENT WITH DISPLACEE Y N

**BOND FOR DEED**

**UNITED STATES OF AMERICA**

**BY:**

**STATE OF LOUISIANA**

**TO:**

**PARISH OF \_\_\_\_\_**

BE IT KNOW, that on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_,  
before me, the undersigned Notary Public duly commissioned and qualified in  
and for the State and Parish aforesaid, and in the presence of the competent  
witnesses hereinafter named and undersigned, PERSONALLY CAME AND  
APPEARED:

\_\_\_\_\_  
(Hereinafter called "Seller")

AND

\_\_\_\_\_  
(Hereinafter called "Purchaser")

Collectively the Seller and Purchaser are hereinafter referred to as "Appearers".

Appearers declare that this Contract is a **Bond for Deed** with each other to the  
effect that Seller will sell and Purchaser will purchase the immovable property as  
hereinafter described with any and all improvements situated thereon.

NOW IT IS CLEARLY UNDERSTOOD AND AGREED THAT THIS DOCUMENT  
IS NOT A SALE, TRANSFER OR CONVEYANCE BUT ONLY A WRITTEN  
AGREEMENT TO SELL, TRANSFER AND CONVEY THE HEREIN  
DESCRIBED PROPERTY IN THE FUTURE PROVIDED ALL OF THE TERMS,  
CONDITIONS, PAYMENTS AND OBLIGATIONS SET FORTH HEREIN ARE  
FULLY, COMPLETELY AND TIMELY MET BY PURCHASER.

TERMS OF SALE: Appearers further declare that contemporaneously with the  
final payment, a sale is to be executed by the said Seller in favor of the said  
Purchaser in the standard form for a Louisiana cash sale with full warranty of  
title. The cost of all necessary certificates and vendor's fee shall be paid by  
Seller and all notarial fees and other expenses shall be paid by Purchaser.

PROPERTY: If, and only if, Purchaser makes all payments prescribed herein and promptly pays all tax assessments and insurance as set forth hereinafter. Seller will at that time execute a sufficient warranty deed, selling and conveying unto Purchaser the following described real property, to wit:

*PROPERTY DESCRIPTION*

The said property is subject to any and all restrictions, conditions and servitudes that may appear in the records of \_\_\_\_\_.

CERTIFICATES: Appearers take cognizance of the fact that no survey, nor title examination has been made on the herein described property examination has been made on the herein described property in connection with this Act, and Appearers do hereby relieve and release me, Notary, from any and all liability in connections with encroachment which might appear on such survey and title defects which might have been disclosed by such title examination.

PUBLIC RECORDS: This Bond for Deed will be recorded in the mortgage and conveyance records of the Parish where the Property is located.

PURCHASE PRICE: The total purchase price for the property and any improvements thereon shall be the sum of

\_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS.

Appearers declared that contemporaneously with the execution of this instrument, Purchaser has paid to Seller the sum of

\_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS,  
cash in hand paid, the receipt whereof and the sufficiency thereof is hereby acknowledged, and Purchaser does hereby bind assigns, to pay unto Seller the additional sum of

\_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS,  
with interest at the rate of \_\_\_\_\_% per annum on the unpaid principal balance, payable as follows:

PAYMENTS: Said payments are to be made beginning \_\_\_\_\_, 20\_\_, and on the same day of each succeeding month thereafter until the full principal sum has been paid. All payments are to be made to Seller, or to any banking or savings institution designated by Seller. If such an institution is designated, the Purchaser will pay the collection fees required.

ACCELERATION: Seller may require immediate payment in full of all sums if:

1. Within any consecutive twelve-month period Purchaser defaults by failing to pay in full any two monthly payments within 30 days of the due date;  
OR,
2. Purchaser defaults by failing to pay in full any principal payment required by this Bond for Deed Contract within 30 days of the due date; OR
3. Purchaser defaults by failing, for a period of thirty days after notice, to perform any other obligations contained in this Bond for Deed contract.

WARRANTY: Seller further declares and warrants that the property is not subject to any liens or encumbrances whatsoever and has not been alienated since its acquisition of the same and transferred to the said Purchaser, execute or permit any mortgages, liens or encumbrances to be placed on the said property and will at the time that the title is transferred, clear any inscriptions appearing on the Mortgage and conveyance Certificates.

Further, the parties acknowledge that this contract is binding and heritable upon the heirs and assigns of all parties. In the event that the Purchaser must take legal action to cure any title defect, cancel any lien or encumbrance or other wise incur legal expenses to ensure transfer of the property (e.g. open succession in the event of the seller's death) those expenses, including attorneys' fees, will be paid by the Seller.

TAX DEDUCTION: The interest paid by the Purchaser shall be deductible on the income tax return of Purchaser as allowed by IRS.

WAIVER: Purchaser expressly consents to a waiver of the requirement of Louisiana Revised Statute 9:2943 that a Louisiana bank be designated as "Escrow" Agent. Seller and Purchaser expressly waive any right that they may have to claim the invalidity of this Bond for Deed Contract because of the noncompliance with the said statute and all parties agree not to initiate or suggest that any action be taken against Seller under R.S. 9:2947. Purchaser further understands that the said statutes are the Purchaser's protection.

SPECIAL MORTGAGE: In order to secure the full and faithful performance of the foregoing obligation of Seller to deliver title to the above described property, Seller does by these presents further specially mortgage and hypothecate the hereinabove property unto and in favor of Purchaser and Purchaser's successors and assigns.

The amount of this special mortgage is equal to the sum of all payments, including but not limited to interest, principal, insurance premiums, taxes, escrow or collection fees, the expenses of maintenance and repairs, and all other payments permitted and/or required by this contract, including reasonable

attorney's fees, paid by the Purchaser. This special mortgage shall also secure the loss value to Purchaser, which loss of value is defined to be the difference between the principal purchase price and the market value of the property at the time of foreclosure of this property. The maximum amount of the obligation secured by this special mortgage shall be three (3) times the purchase price.

**REPAIRS AND OCCUPANCY:** Purchaser is hereby granted the immediate right of exclusive occupancy of the herein described property and agrees to keep the property in good repair, to repair and maintain the improvements, and assume all risk of loss and destruction of said improvements. Purchaser agrees to keep the subject property covered under a termite contract with licensed and bonded pest control contractor.

**NO LIENS OR PRIVILEGES:** No person shall be entitled to a lien or privilege on the immovable property described hereinabove, nor a claim against Seller as owner, under R.S. 9:4801 or R.S. 9:4802 unless Seller shall have specifically agreed in writing to the price and work of any undertaking by Purchaser or any other Person.

**TAXES:** All taxes assessed against the herein described property up to and including the tax year 20\_\_ have been paid. Taxes for the tax year 20\_\_ have been prorated through the date hereof. All property taxes, any state, local or other assessments, from the date of this Act and thereafter shall be the responsibility of Purchaser, and will be promptly paid by Purchaser when due, prior to the time the same become delinquent.

**INSURANCE:** Purchaser further agrees to carry, at Purchaser's expense, fire and extended coverage (minimum \$ \_\_\_\_\_ personal liability) insurance and flood insurance in the minimum amount required. All necessary insurance policies to protect all parties to be in the names of the respective parties, Seller and Purchaser, as required. Certificates of such insurance shall be delivered to Seller at the time of execution of this agreement. It is understood and agreed that all insurance proceeds that might be paid under said insurance policies will be distributed between Seller and Purchaser as their respective interest may exist at the time of the payment of such insurance proceeds. If the existing insurance is continued, Purchaser agrees to review coverage to ascertain the suitability.

**DEFAULT:** Appraisers further declare that the payment of each installment, plus the payment of all taxes, and any state, local or other assessments and insurance premiums is of the essence of this agreement and that if any of the said installments, taxes, assessments or insurance premiums are not paid when due or if Purchaser shall in any other manner violate the covenants hereunder, them in any of such events, Purchaser shall be in default and Seller shall have the right, at Seller's option:

1. To seek specific performance of this Agreement, and to accelerate all installments due for the unexpired term of this Agreement, and declare said amount immediately due and payable, together with an attorney's fee of 20% of the total amount due by Purchaser in the event an attorney is employed to protect any interest or enforce any rights of Seller under this Agreement. Upon payment of all such amounts Seller will immediately convey title to the herein described property to Purchaser. Purchaser expressly waives demand and all notices of demand; OR
2. To have this Agreement and the Special Mortgage granted hereinabove canceled in accordance with the provisions of R.S. 2945 and Civil Code Art. 2017, without the necessity of a judicial dissolution. It is expressly agreed that Seller may serve the required forty-five day notice. Purchaser expressly waives any additional time in which to perform that may be allowed by Louisiana Civil Code Art. 2013. In such event all of Purchaser's rights under this Agreement shall be forfeited as hereinafter provided.

**FORFEITURE:** in the event of such default and cancellation under R.S. 9:2945, the title to the above described property shall be free and clear from any and all claims by Purchaser, and Seller shall be entitled to retain all payments heretofore made by Purchaser and all improvements placed upon-the said premises without reimbursing Purchaser therefor.

It is expressly agreed and stipulated that the initial payment, plus the total installments paid by Purchaser, constitute the stipulated compensatory amount and/or liquidated damages which Seller is entitled to retain to fairly compensate Seller for: (1) the fair and reasonable rental value of the property involved herein which is owed to Seller for Purchaser's use of the property during the term of this Agreement, (2) reasonable compensation owed to Seller for Seller's removal of the said property from the market, and the resultant loss of all opportunities to sell the subject property to a third party during the term of this agreement, (3) reimbursement of real estate broker's commission, closing fees and costs, taxes, fees and Federal and State incomes taxes paid or incurred by Seller as a result of this Agreement.

Further, Purchaser covenants and agrees that they and all persons holding possession of the property described herein shall immediately surrender said property and the improvements thereon to Seller upon cancellation of this Agreement.

**NO WAIVER:** Seller's failure to strictly and promptly enforce his rights under this Agreement shall NOT operate as a waiver of Seller's rights, and said Seller hereby expressly reserves the right to always enforce prompt payment of all installments during the entire term of this Agreement, or to seek cancellation of this Agreement and forfeiture of all payments to day of such cancellation, regardless of any indulgences or extensions previously grant.



COMPLIANCE: Each party agrees to comply with the reasonable requirements of the taxing and policing authorities having dominion over the property. Seller agrees to take no act which renders performance impossible by the Purchaser and to take all reasonable measures to permit Purchaser to satisfy Purchaser's obligations.

THUS DONE AND SIGNED, in my notarial offices at on the day, month and year first written at the beginning of this Agreement in the presence of \_\_\_\_\_ and \_\_\_\_\_, lawful and competent witnesses, who herewith sign their names with the Appearers, and me, Notary, after due reading of the whole.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SELLER

\_\_\_\_\_  
\_\_\_\_\_

PURCHASER

\_\_\_\_\_  
\_\_\_\_\_

BEFORE ME

---

NOTARY PUBLIC

## EXHIBIT 14

PROJECT NO.  
HIGHWAY  
ROUTE  
PARISH

DISPLACEE  
PARCEL

### TENANT CERTIFICATION OF MONTHLY INCOME

I/We certify that \_\_\_\_\_ is the total amount of my/our monthly income from all sources, as shown by the accounting set forth below. I/We also hereby authorize the Louisiana Department of Transportation and Development and its employees or agent to check any source to determine the accuracy of any statement herein.

*INCOME SOURCE	AMOUNT	NAME & PHONE NO. OF CURRENT EMPLOYER
MONTHLY EMPLOYMENT	_____	_____
TIPS & GRATUITIES	_____	_____
SOCIAL SERVICES	_____	
OTHER IN KIND (\$ VALUE)	_____	
ALIMONY OR CHILD SUPPORT	_____	
INSURANCE OR TRUSTS	_____	
SOC. SEC. OR RETIREMENT	_____	
OTHER (LIST BELOW)	_____	
_____	_____	
_____	_____	
_____	_____	
TOTAL MONTHLY INCOME	<u>\$0.00</u>	

\*(Documentation of income must be attached.)

SIGNED

\_\_\_\_\_  
NAME: \_\_\_\_\_  
Please print

\_\_\_\_\_  
NAME: \_\_\_\_\_  
Please print

# E X A M P L E

(DATE)

## CONCEPTUAL STAGE RELOCATION PLAN

STATE PROJECT NO. 062-22-0035  
F.A.P. NO. YE-S-01-04(001)  
POSSUM HOLLOW - TIGERTOWN HWY.  
(GATORVILLE INTERCHANGE)  
ROUTE LA 241  
ST. BENGAL PARISH

The proposed project will displace an estimated twenty-nine (29) families with an average number of four (4) members. Indications are that all displaced families are of low-medium to medium income range and that no displaced families are of a minority race. It is believed that all families estimated to be displaced, with the exception of possibly two (2), are owner- occupants. Estimated values of the residences range from \$20,000 to \$40,000 with the average being \$30,000. Six (6) of the twenty-nine (29) families occupy mobile homes and only replacement sites will be required. Fourteen (14) residences are of frame construction while nine (9) are brick veneer. All residences appear to be well maintained and it is believed that all meet decent, safe, and sanitary standards. It is estimated that twelve (12) businesses (all white-owned) will be displaced. Indications are that no minorities are employed in any of the businesses.

The proposed project will be along the existing alignment of Route LA 241 and there should be no divisive or disruptive effect on the community. There should be no impact on the neighborhood or housing where the relocation is likely to take place, as historically the majority of displacees in rural or semi-rural areas choose to relocate on their remainder properties or in the general area displacement.

Included in the twelve (12) businesses displaced by the proposed project there are four (4) grocery stores, two (2) drive-inns, an Amoco station, used car lot, ceramic shop, building contractor's office, car wash, and fertilizer center. Historically the majority of displaced businesses tend to relocate on remainders or in the general area of displacement on rural or semi-rural projects. Some of the owners whose businesses will be affected by the project may choose not to go back in business because of their age, high cost of suitable replacement property or possible other reasons. However, the good and/or services that had been provided by these terminated businesses would be provided by similar type businesses in the general area or provided by similar type businesses in the towns of Possum Hollow and Tigertown. There are no commercial sites listed for sale in the areas of displacement but over half of the businesses have sufficient sized remainders on which to relocate. A recent survey in the nearby

town of Possum Hollow revealed over twenty-five (25) commercial lots for sale. The displacements should not cause any effect on the economy of the area.

There is no replacement housing available in the general area. However, as stated above the great majority of owner-occupants will relocate on their remainders or in the general area of displacement. It is estimated that at least half of the residential owner-occupants have remainders of sufficient size on which to relocate. A recent survey in nearby Possum Hollow revealed thirteen (13) homes for sale in the \$25,000 to \$30,000 range; six (6) homes for sale in the \$30,000 to \$40,000 range; eight (8) homes for rent in the \$150 to \$200 range; and four (4) homes for rent in the \$200 to \$250 range. Consultations with builders in this area by Relocation Assistance personnel indicate a cost per square foot on new construction as being in the \$24 to \$26 range.

No special or unusual conditions have been identified. No discussions have been held with local officials or community groups regarding potential displacements, but none are anticipated at this time. As stated above, replacement housing is non-existent in the areas of displacement. However, we are quite certain, based on past experiences, that the great majority of owner-occupants being displaced will relocate on their remainder properties (retain and move back or construct new). Also, owner-occupants without sufficient sized remainders on which to relocate historically have been successful in securing replacement sites in the general area of displacement through sources seldom available to the general public.

In conclusion, we do not anticipate any unusual problems in providing replacement housing under our normal procedures. However, if it should become necessary, we would employ housing of last resort.

The estimated cost for right of way is \$2,777,777.00. The estimated cost for relocation assistance is \$477,777.00.

There are no facilities which shall qualify for functional replacement.

ATTACHMENTS: [Conceptual Stage Relocation Inventory](#)  
[Conceptual Stage Replacement Property Inventory](#)

## CONCEPTUAL STAGE RELOCATION INVENTORY

STATE PROJECT NO.

F.A.P.

HIGHWAY

## ROUTE

PARISH

[illegible]

NOTE: Information listed herein is based on estimates and secondary sources.

STYLE	TYPE	CLASS	RACE	INCOME
S single family	B brick veneer	O owner	B Black	L low
D duplex	M masonry	T tenant	S Spanish	M middle
M multi-family	F wood frame		O Oriental	u upper
R sleeping room	C combination		I Indian	
T mobile home	A metal		W Other	
B business	O other			
F farm				
N non-profit				
C combination bus-res				

Line Study: \_\_\_\_\_

Sheet \_\_\_\_\_ of \_\_\_\_\_

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

# CONCEPTUAL STAGE REPLACEMENT PROPERTY INVENTORY

STATE PROJECT NO.

F.A.P.

HIGHWAY

ROUTE

PARISH

ADDRESS / LOCATION	STYLE	TYPE	NO. OF BEDROOMS	VALUE / MO. RENT

NOTE: Information listed herein is based on estimates and secondary sources.

## STYLE

S single family  
D duplex  
M multi-family  
R sleeping room  
T mobile home  
B business  
F farm  
N non-profit  
C combination bus-res

## TYPE

B brick veneer  
M masonry  
F wood frame  
C combination  
A metal  
O other

Sheet \_\_\_\_\_  
Prepared by \_\_\_\_\_

of \_\_\_\_\_  
Date \_\_\_\_\_

DATE

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear Occupant:

After evaluating the inventory list you provided us, the Department has developed a moving cost estimate of *Estimated Move Cost* for moving the listed personal property from your present location to *Comp Address*.

Should the actual moving costs exceed the amount shown above, you must show just cause and documented reasons for the excess in order to receive payment.

This estimate is based on *Move Cost Estimated by*.

Sincerely,

Real Estate Agent

DELIVERED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Cc: R.E. Relocation Assistance Officer